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10 **UNITED STATES DISTRICT COURT**

11 **DISTRICT OF NEVADA**

12 DUKE THOMAS NGUYEN,

CASE NO. 2:18-cv-01717-RFB-BNW

13 Plaintiff,

14 v.

STIPULATED PROTECTIVE ORDER

15 U.S. CORRECTIONS, LLC, a Foreign
16 Limited Liability Company; JACOB EVETTS,
17 an Individual; RYAN RIVERA, an Individual;
18 ZACHARY BRANDON, an Individual;
MICHAEL COLEMAN, an Individual;
TRANSPORTATION EMPLOYEES DOES
1-10; DOES 11-99, inclusive; ROE
CORPORATIONS 100-199, inclusive,

19 Defendants.

20

21 One or more of the parties has requested the production of documents or information
22 that at least one party considers to be or to contain confidential information, and that are
23 subject to protection under Federal Rule of Civil Procedure 26(c).

24 The parties agree that good cause exists to protect the confidential nature of the
25 information contained in documents, interrogatory responses, responses to requests for
26 admission, or deposition testimony. This action concerns claims that a prisoner was injured

1 while being transported and so issues of security, protocols for transports, and the employees
2 involved in those sensitive matters will be subject to discovery. The parties agree that the entry
3 of this Stipulated Protective Order ("Protective Order") is warranted to protect against
4 disclosure of such documents and information.

5 Based upon the above stipulation of the parties, and the Court being duly advised, IT
6 IS HEREBY ORDERED as follows:

7 1. All documents, testimony, and other materials produced by the parties in this
8 case and labeled "Confidential" or "Attorneys' Eyes Only" shall be used only in this
9 proceeding.

10 2. Use of any information or documents labeled "Confidential" or "Attorneys' Eyes
11 Only" and subject to this Protective Order, including all information derived therefrom, shall
12 be restricted solely to the litigation of this case and shall not be used by any party for any
13 business, commercial, or competitive purpose. This Protective Order, however, does not
14 restrict the disclosure or use of any information or documents lawfully obtained by the
15 receiving party through means or sources outside of this litigation. Should a dispute arise as to
16 any specific information or document, the burden shall be on the party claiming that such
17 information or document was lawfully obtained through means and sources outside of this
18 litigation.

19 3. The parties, and third parties subpoenaed by one of the parties, may designate as
20 "Confidential" or "Attorneys' Eyes Only" documents, testimony, written responses, or other
21 materials produced in this case if they contain information that the producing party has a good
22 faith basis for asserting it is confidential under the applicable legal standards. The party shall
23 designate each page of the document with a stamp identifying it as "Confidential" or
24 "Attorneys' Eyes Only," if practical to do so.

25 4. If portions of documents or other materials deemed "Confidential" or "Attorneys'
26 Eyes Only" or any papers containing or making reference to such materials are filed with the
27 Court, they shall be filed under seal and marked as follows or in substantially similar form:
28

1 CONFIDENTIAL

2 IN ACCORDANCE WITH A PROTECTIVE ORDER, THE ENCLOSURE(S)
3 SHALL BE TREATED AS CONFIDENTIAL AND SHALL NOT BE SHOWN
4 TO ANY PERSON OTHER THAN THOSE PERSONS DESIGNATED IN
5 PARAGRAPH 7 OF THE PROTECTIVE ORDER.

6 or

7 ATTORNEYS' EYES ONLY

8 IN ACCORDANCE WITH A PROTECTIVE ORDER, THE ENCLOSURE(S)
9 SHALL BE TREATED AS FOR ATTORNEYS' EYES ONLY AND SHALL
10 NOT BE SHOWN TO ANY PERSON OTHER THAN THOSE PERSONS
11 DESIGNATED IN PARAGRAPH 8 OF THE PROTECTIVE ORDER.

12 If a party is filing a document that it has itself designated as "Confidential" or "Attorneys' Eyes
13 Only," that party shall reference this Stipulated Protective Order in submitting the documents
14 it proposes to maintain under seal. If a non-designating party is filing a document that another
15 party has designated as "Confidential" or "Attorneys' Eyes Only," then the non-designating
16 party shall file the document under seal. If the non-designating party makes a request in
17 writing to have the document unsealed and designating party does not file, within ten calendar
18 days, a motion that shows good cause to maintain the document under seal, then the Court
19 shall unseal the document. Before seeking to maintain the protection of documents filed with
20 the Court, a party must assess whether redaction is a viable alternative to complete
21 nondisclosure.

22 5. Within thirty (30) days after receipt of the final transcript of the deposition of
23 any party or witness in this case, a party or the witness may designate as "Confidential" or
24 "Attorneys' Eyes Only" any portion of the transcript that the party or witness contends
25 discloses confidential information. If a transcript containing any such material is filed with the
26 Court, it shall be filed under seal and marked in the manner described in paragraph 4. Unless
27 otherwise agreed, all deposition transcripts shall be treated as "Confidential" until the
28 expiration of the thirty-day period.

29 6. "Confidential" or "Attorneys' Eyes Only" information and documents subject to
30 this Protective Order shall not be filed with the Court or included in whole or in part in

1 pleadings, motions, briefs, etc., filed in this case, except when any portion(s) of such
2 pleadings, motions, briefs, etc. have been filed under seal by counsel and marked in the same
3 manner as described in paragraph 4 above. Such sealed portion(s) of pleadings, motions,
4 briefs, documents, etc., shall be opened only by the Court or by personnel authorized to do so
5 by the Court.

6 7. Use of any information, documents, or portions of documents marked
7 "Confidential," including all information derived therefrom, shall be restricted solely to the
8 following persons, who agree to be bound by the terms of this Protective Order, unless
9 additional persons are stipulated by counsel or authorized by the Court:

- 10 a. Outside counsel of record for the parties, and the administrative staff of outside
11 counsel's firms.
- 12 b. In-house counsel for the parties, and the administrative staff for each in-house
13 counsel.
- 14 c. Any party to this action who is an individual, and every employee, director,
15 officer, or manager of any party to this action who is not an individual, but only to the
16 extent necessary to further the interest of the parties in this litigation.
- 17 d. Independent consultants or expert witnesses (including partners, associates and
18 employees of the firm which employs such consultant or expert) retained by a party or
19 its attorneys for purposes of this litigation, but only to the extent necessary to further the
20 interest of the parties in this litigation.
- 21 e. The Court and its personnel, including, but not limited to, stenographic reporters
22 regularly employed by the Court and stenographic reporters not regularly employed by
23 the Court who are engaged by the Court or the parties during the litigation of this action,
- 24 f. The authors and the original recipients of the documents.
- 25 g. Any court reporter or videographer reporting a deposition.

1 h. Employees of copy services, microfilming or database services, trial support
2 firms and/or translators who are engaged by the parties during the litigation of this
3 action.

4 8. Use of any information, documents, or portions of documents marked
5 "Attorneys' Eyes Only," including all information derived therefrom, shall be restricted solely
6 to the persons listed in paragraphs 7(a), 7(b), 7(d), 7(e), 7(g) and 7(h), unless additional
7 persons are stipulated by counsel or authorized by the Court.

8 9. Prior to being shown any documents produced by another party marked
9 "Confidential" or "Attorneys' Eyes Only," any person listed under paragraph 7(c) or 7(d).
10 shall agree to be bound by the terms of this Order by signing the agreement attached as Exhibit
11 A.

12 10. Whenever information designated as "Confidential" or "Attorneys' Eyes Only"
13 pursuant to this Protective Order is to be discussed by a party or disclosed in a deposition,
14 hearing, or pre-trial proceeding, the designating party may exclude from the room any person,
15 other than persons designated in paragraphs 7 and 8, as appropriate, for that portion of the
16 deposition, hearing or pre-trial proceeding.

17 11. Each party reserves the right to dispute the confidential status claimed by any
18 other party or subpoenaed party in accordance with this Protective Order. If a party believes
19 that any documents or materials have been inappropriately designated by another party or
20 subpoenaed party, that party shall confer with counsel for the designating party. As part of
21 that conferral, the designating party must assess whether redaction is a viable alternative to
22 complete non-disclosure. If the parties are unable to resolve the matter informally, a party
23 may file an appropriate motion before the Court requesting that the Court determine whether
24 the Protective Order covers the document in dispute. Regardless of which party files the
25 motion, the party seeking to protect a document from disclosure bears the burden of
26 establishing good cause for why the document should not be disclosed. A party who disagrees
27
28

1 with another party's designation must nevertheless abide by that designation until the matter is
2 resolved by agreement of the parties or by order of the Court.

3 12. The inadvertent failure to designate a document, testimony, or other material as
4 "Confidential" or "Attorneys' Eyes Only" prior to disclosure shall not operate as a waiver of
5 the party's right to later designate the document, testimony, or other material as "Confidential"
6 or "Attorneys' Eyes Only." The receiving party or its counsel shall not disclose such
7 documents or materials if that party or counsel knows or reasonably should know that a claim
8 of confidentiality would be made by the producing party. Promptly after receiving notice from
9 the producing party of a claim of confidentiality, the receiving party or its counsel shall inform
10 the producing party of all pertinent facts relating to the prior disclosure of the newly-
11 designated documents or materials, and shall make reasonable efforts to retrieve such
12 documents and materials and to prevent further disclosure.

13 13. Designation by either party of information or documents as "Confidential" or
14 "Attorneys' Eyes Only," or failure to so designate, will not be constitute an admission that
15 information or documents are or are not confidential or trade secrets. Neither party may
16 introduce into evidence in any proceeding between the parties, other than a motion to
17 determine whether the Protective Order covers the information or documents in dispute, the
18 fact that the other party designated or failed to designate information or documents as
19 "Confidential" or "Attorneys' Eyes Only."

20 14. Upon the request of the producing party or third party, within 30 days after the
21 entry of a final judgment no longer subject to appeal on the merits of this case, or immediately
22 prior to the execution of any agreement between the parties to resolve amicably and settle this
23 case and the exchange of such settlement funds, the parties and any person authorized by this
24 Protective Order to receive confidential information shall return to the producing party or third
25 party all information and documents subject to this Protective Order. Returned materials shall
26 be delivered in sealed envelopes marked "Confidential" to respective counsel. The party
27 requesting the return of materials shall pay the reasonable costs of responding to its request.
28

15. This Protective Order shall not constitute a waiver of any party's or non-party's right to oppose any discovery request or object to the admissibility of any document, testimony or other information.

16. Nothing in this Protective Order shall prejudice any party from seeking amendments to expand or restrict the rights of access to and use of confidential information, or other modifications, subject to order by the Court.

17. The restrictions on disclosure and use of confidential information shall survive the conclusion of this action and this Court shall retain jurisdiction of this action after its conclusion for the purpose of enforcing the terms of this Protective Order.

So stipulated:

Dated this 13th day of May, 2021

Dated this 13th day of May, 2021

HALL JAFFE & CLAYTON, LLP

THE GALLIHER LAW FIRM

/s/ Taylor R. Anderson

/s/ Keith E. Galliher

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The Court has reviewed the reasons offered in support of entry of this Stipulated Protective Order and finds that there is good cause to protect the confidential nature of certain information. Accordingly, the Court adopts the above Stipulated Protective Order in this action.

IT IS SO ORDERED.

Dated: 5/18/2021

Bernard Wexler

EXHIBIT A

I, _____, have been advised by counsel of record for _____ in *Nguyen v. US Corrections, LLC*, CASE NO. 2:18-cv-01717-RFB-BNW of the protective order governing the delivery, publication, and disclosure of confidential documents and information produced in this litigation. I have read a copy of the protective order and agree to abide by its terms.

SIGNED

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Dated